

C Counter parts - L. Bartman

RECORDATION NO. 2111-3 FILED

DEC 30 '97 10-35 AM

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OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 21113-A, B, C, D FILED

DEC 30 '97 10-35 AM

December 30, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

DEC 30 10 35 AM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Equipment Lease Agreement, dated as of December 30, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents and the following secondary documents related thereto: Trust Indenture and Security Agreement, Lease Supplement, Indenture Supplement and Bill of Sale.

The names and addresses of the parties to the enclosed documents are:

Primary → Equipment Lease Agreement
B → and
Lease Supplement

Lessor : State Street Bank and Trust Company
of Connecticut
225 Asylum Street
Hartford, Connecticut 06103

Lessee : Nova Chemicals Inc.
690 Mechanic Street
Leominster, Massachusetts 01453

Mr. Vernon A. Williams
December 30, 1997
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A → Trust Indenture and Security Agreement
and
C → Indenture Supplement

Lessor : State Street Bank and Trust Company
of Connecticut, N.A.
225 Asylum Street
Hartford, Connecticut 06103

Indenture Trustee : The First National Bank of Chicago
One First National Plaza, Suite 0126
Chicago, Illinois 60670-0126

D → Bill of Sale

Buyer :
~~Lessor~~ : State Street Bank and Trust Company
of Connecticut, N.A.
225 Asylum Street
Hartford, Connecticut 06103

Seller :
~~Lessee~~ : Nova Chemicals Inc. RL Inc.
690 Mechanic Street
Leominster, Massachusetts 01453

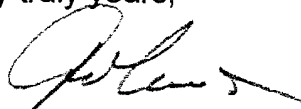
A description of the railroad equipment covered by the enclosed documents is:

350 covered hopper cars NCIX 001762 through NCIX 002111

Also enclosed is a check in the amount of \$120.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg

DEC 30 '97

10-35 AM

INDENTURE SUPPLEMENT

This INDENTURE SUPPLEMENT ("Supplement") dated as of December 30, 1997 by and between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, N.A., a national banking association, not in its individual capacity but solely as Owner Trustee (herein called "Lessor") for the benefit of Trustor under an Owner Trust Agreement dated as of December 30, 1997 (herein called the "Trust Agreement"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as indenture trustee hereunder (together with any successor indenture trustee, "Indenture Trustee").

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement dated as of December 30, 1997 (herein called the "Indenture") between Lessor and Indenture Trustee provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Leased Equipment (such term and other defined terms in the Indenture Supplement being herein used with the same meanings as in the Indenture) and any additions thereto or Replacement Units included in the Trust Indenture Estate, and shall specifically mortgage such Leased Equipment or additions thereto or Replacement Units, as the case may be, to Indenture Trustee.

WHEREAS, the Indenture relates to the Leased Equipment described below.

NOW, THEREFORE, this Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Notes from time to time outstanding under the Indenture and the performance and observance by Lessor of all the agreements, covenants and provisions for the benefit of the Note Holders and the Note Purchaser contained in the Indenture, the Participation Agreement, the other Operative Agreements and the Notes, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Agreements by Lessor to Indenture Trustee, the Note Purchaser and/or the Note Holders, and for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to Lessor by Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, Lessor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchaser and the Note Holders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of Lessor in, to and under the property described on *Exhibit A* hereto, excluding all Excepted Payments.

Together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by Lessor or shall hereafter be acquired by it.

TO HAVE AND TO HOLD all and singular the aforesaid property unto Indenture Trustee, its successors and assigns, for the benefit and security of the Note Purchaser and the Note Holders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part thereof, and the Indenture is hereby incorporated by reference herein and hereby ratified, approved and confirmed.

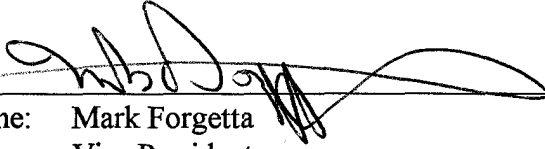
AND, FURTHER, Lessor hereby acknowledges that the Leased Equipment referred to in this Supplement has been delivered to Lessor and is included in the property of Lessor covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, N.A., not in its individual capacity but
solely as Owner Trustee



MELISSA A. DuMONT
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2001

By: 
Name: Mark Forgetta
Title: Vice President

THE FIRST NATIONAL BANK OF CHICAGO, as
Indenture Trustee

By: _____
Name: D. Fanning
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto have caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, N.A., not in its individual capacity but
solely as Owner Trustee

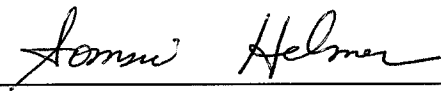
By: _____
Name: Mark Forgetta
Title: Vice President

THE FIRST NATIONAL BANK OF CHICAGO, as
Indenture Trustee

By: D. Fanning
Name: D. Fanning
Title: Vice President

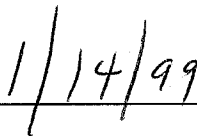
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.:

On this 30th day of December, 1997, before me personally appeared D. Fanning, to me known, who being by me duly sworn, said that she is a Vice President of The First National Bank of Chicago, one of the corporations described in and which executed the foregoing instrument; and that she signed her name thereto by authority of the Board of Directors of said corporation.



Notary Public

My commission expires



[NOTARY SEAL]



DESCRIPTION OF LEASED EQUIPMENT

The Leased Equipment includes:

5,847 Cubic Foot Covered Hopper Cars

NCIX001762 through NCIX001908, inclusive,

and

6,245 Cubic Foot Covered Hopper Cars

NCIX001909 through NCIX002111, inclusive.